

- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Covista's choices regarding the size of the local calling area(s) that Covista may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

**14. Joint Network Implementation and Grooming Process; Forecasting**

**14.1 Joint Network Implementation and Grooming Process.**

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

**14.2 Trunk Forecasting Requirements.**

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Covista shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.
- 14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, Covista shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when Covista develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) Covista plans to deploy a new switch; (b) Covista plans to implement a new POI or network architecture; (c) Covista plans to rearrange its network; (d) Covista plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) Covista plans to convert a

Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) Covista expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

- 14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on Covista or Verizon.

**15. Number Portability - Section 251(B)(2)**

15.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

- 15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM).
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.
- 15.3 Procedures for Providing NP Through Full NXX Code Migration.
- Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.
- 15.4 Procedures for LNP Request.
- The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

- 15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.
- 15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.
- 15.5 Covista shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon wholesale website.

**16. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Covista reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## TRAFFIC EXCHANGE ATTACHMENT

### 1. General

Where both Parties subtenant the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms and conditions of this Attachment, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic, originated by their respective Customers, through that Third Party Tandem Switch. For the avoidance of any doubt, nothing in this Attachment shall preclude the Parties from interconnecting their networks in accordance with the Interconnection Attachment, which Interconnection Attachment must be a part of the Agreement.

### 2. Arrangements With Third Party Tandem Provider

- 2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, Measured Internet Traffic, IntraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.
  - 2.1.1 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.
  - 2.1.2 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, a Party may discontinue exchanging the foregoing traffic with the other Party under this Attachment.
- 2.2 Forecasting Requirements
  - 2.2.1 Within ninety (90) days of executing the Agreement, Covista shall provide Verizon a two (2)-year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon pursuant to this Attachment, over the next eight (8) quarters.
  - 2.2.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA, Covista shall provide a new or revised traffic forecast when Covista develops plans or becomes aware of information that will materially

affect the Parties' exchange of traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) Covista plans to deploy a new switch; (ii) Covista plans to implement interconnection in accordance with the Interconnection Attachment or a new network architecture; (iii) Covista plans to rearrange its network; or (iv) Covista expects a significant change in traffic volume.

2.2.3 Use of Forecasts. Forecasts provided pursuant to this Agreement are not binding on Covista or Verizon.

- 2.3 Prior to exchanging traffic through a Third Party Tandem Switch, Covista shall meet with Verizon to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centium Call Second (Hundred Call Second) information.
- 2.4 If and, when, the volume of traffic exchanged between a Verizon End Office and Covista switch through a Third Party Tandem Switch exceeds (a) the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time; (b) 200,000 combined minutes of use for any month; (c) 600 busy hour Centium Call Seconds (BHCCS) of use for a single month, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Interconnection Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.
- 2.5 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

### **3. Initiating Traffic Exchange Under This Attachment**

- 3.1 If Covista determines to offer Telephone Exchange Services and wishes to exchange traffic with Verizon through a Third Party Tandem Switch in any LATA in which Verizon also offers Telephone Exchange Services, Covista shall provide written notice to Verizon of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.
- 3.2 The notice provided in Section 3.1 of this Attachment shall include (a) Covista's proposed traffic exchange activation date; (b) a forecast of Covista's traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Verizon shall reasonably request in order to facilitate traffic exchange under this Attachment.
- 3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated in Section 3.2 of this Attachment.

### **4. Traffic Measurement and Billing**

- 4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.

- 4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and IntraLATA toll free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. In any case, the Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).
- 4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material error or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.
- 4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls at that Party rates as "local" in its Customer Tariffs.
- 4.5 If and, to the extent that, a Covista Customer receives V/FX Traffic exchanged under this Attachment, Covista shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls made by Verizon's Customers to such Covista Customers.

**5. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act**

**5.1 Reciprocal Compensation.**

The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to the extent in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that because the Third Party Tandem Provider is providing the tandem fully to both Parties, Verizon shall charge (and Covista shall pay Verizon) the office Reciprocal Compensation rate set forth in the Pricing Attachment for local Reciprocal Compensation Traffic Verizon receives from Covista and Covista shall

(and Verizon shall pay Covista) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Covista receives from Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic received from the other Party; provided, however, for the avoidance of any doubt, neither Party may assess upon, or pass through to, the other Party any charges billed by (or on behalf of) the Third Party Tandem Provider. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

**5.2 Traffic Not Subject to Reciprocal Compensation.**

- 5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic)), Information Access, or exchange services for Exchange Access or Information Access.
- 5.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
- 5.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 5.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.
- 5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 5.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 5.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 5.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a Covista Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, Covista shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and Covista shall pay Verizon's terminating access charges for all V/FX Traffic originated by a Covista Customer.

- 5.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Covista to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Covista.

**6. Other Types of Traffic**



- 6.1 Notwithstanding any other provision of this Agreement or otherwise: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 6.2 Subject to Section 6.1 of this Attachment, IntraLATA Toll Traffic exchanged under this Attachment shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 6.3 For any traffic originating with a third party carrier and delivered by Covista to Verizon, Covista shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by Covista.
- 6.4 Notwithstanding any provision of this Agreement or otherwise, no Interexchange Carrier (IXC) traffic may be exchanged under this Attachment.
- 6.5 Any traffic not specifically addressed in this Attachment shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

**7. Toll Free Service Access Code (e.g., 800/888/877) Traffic**

The following terms shall apply when either Party delivers IntraLATA toll free service access code (e.g., 800/877/888) ("8YY") calls to the other Party under this Attachment. For the purposes of this Section 7, the terms "translated" refer to those toll free service access code calls that have been queried ("translated") to an 8YY database.

- 7.1 When Covista delivers translated IntraLATA 8YY calls to Verizon for completion:
- 7.1.1 by Verizon:
- 7.1.1.1 Covista will provide an appropriate EMI record to Verizon; and
- 7.1.1.2 Covista will bill Verizon the Covista's Switched Exchange Access Tariff charges and the Covista's applicable Tariff query charge.
- 7.1.2 by a toll free service access code service provider in that LATA:
- 7.1.2.1 Covista will provide an appropriate EMI record to Verizon and the toll free service access code service provider; and
- 7.1.2.2 Covista will bill the toll free service access code service provider the Covista's applicable Switched Exchange Access Tariff charges and the Covista's applicable Tariff query charges; and
- 7.1.2.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.

7.2 When Verizon performs the query and delivers translated IntraLATA 8YY calls, originated by Verizon's or another LEC's Customer for completion:

7.2.1 by Covista:

7.2.1.1 Verizon will provide an appropriate EMI record to Covista; and

7.2.1.2 Verizon will bill Covista Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.

7.2.2 by a toll free service access code service provider in that LATA:

7.2.2.1 Verizon will provide an appropriate EMI record to Covista and the toll free service access code service provider; and

7.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and

7.2.2.3 Covista will bill the toll free service access code service provider the Covista's applicable Switched Exchange Access Tariff charges.

7.3 Verizon will not direct untranslated toll free service access code calls to Covista. Covista will not direct untranslated toll free service access code calls to Verizon.

## **8. Number Resources, Rate Center Areas and Routing Points**

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided in the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Covista shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Covista shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

8.4 Covista will also designate a Routing Point for each assigned NXX code. Covista shall designate one location for each Rate Center Area in which the Covista has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

Unless specified otherwise, calls to subsequent NXXs of Covista will be routed in the same manner as calls to Covista's initial NXXs.

- 8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Covista's choices regarding the size of the local calling area(s) that Covista may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

**9. Number Portability - Section 251(B)(2)**

9.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

9.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

- 9.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 9.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

- 9.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

- 9.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting

activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

- 9.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM).
- 9.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section 9.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 9.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 9.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

9.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

9.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

- 9.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to

provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

9.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 9.4.

9.5 Covista shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon wholesale website.

#### **10. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Covista reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## RESALE ATTACHMENT

### 1. General

Verizon shall provide to Covista, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by Covista; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to Covista only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Covista to the extent that provision of such Telecommunications Service is not required by Applicable Law.

### 2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by Covista under this Resale Attachment only for the purpose of resale by Covista as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by Covista for other purposes (including, but not limited to, Covista's own use) must be purchased by Covista pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.
- 2.2 Covista shall not resell:
  - 2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);
  - 2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;
  - 2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or
  - 2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
  - 2.2.5 In addition to any other actions taken by Covista to comply with this Section 2.2, Covista shall take those actions required by Applicable Law to determine the eligibility of Covista Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Covista shall indemnify Verizon from any Claims resulting from Covista's failure to take such actions required by Applicable Law.
  - 2.2.6 Verizon may perform audits to confirm Covista's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

- 2.3 Covista shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 Covista shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Covista Customers.

**3. Availability of Verizon Telecommunications Services**

- 3.1 Verizon will provide a Verizon Telecommunications Service to Covista for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of Covista.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Covista for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Covista.

**4. Responsibility for Charges**

- 4.1 Covista shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Covista, Covista Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to Covista pursuant to this Resale Attachment.
- 4.2 Upon request by Covista, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by Covista such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. Covista understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Covista's purchase of such blocking or screening services, Covista's end user Customers or other persons ordering, activating or using Telecommunications Services on

the resold dial tone lines may complete or accept calls which Covista intended to block. Notwithstanding the foregoing, Covista shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

## **5. Operations Matters**

### **5.1 Facilities.**

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Covista Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Covista shall, at Covista's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Covista or Covista Customers for use with Verizon Telecommunications Services.

### **5.2 Branding.**

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Covista, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Covista to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Covista and at prices, terms and conditions to be negotiated by Covista and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Covista's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, Covista will be responsible for entering into a direct contractual arrangement with the third-party contractor at Covista's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by Covista for resale with Covista's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by Covista for resale.

## **6. Rates and Charges**

The rates and charges for Verizon Telecommunication Services purchased by Covista for



resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

**7. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Covista reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## NETWORK ELEMENTS ATTACHMENT

### 1. General

- 1.1 Verizon shall provide to Covista, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to Covista only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to Covista to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.
- 1.3 Covista may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to Covista. Without limiting the foregoing, Covista may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to Covista in order to allow Covista to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
  - 1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to Covista a UNE or Combination that is not offered under this Agreement to Covista as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
  - 1.4.2 Verizon shall not be obligated to provide to Covista, and Covista shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Covista, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to Covista. If Verizon terminates its provision of a UNE or a Combination to

Covista pursuant to this Section 1.5 and Covista elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Covista to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Covista; and, (b) Covista shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Covista on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of Covista Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Covista Customer premises, Covista will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

## **2. Verizon's Provision of Network Elements**

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Covista access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Sharing, as set forth in Section 4 of this Attachment;
- 2.3 Line Splitting, as set forth in Section 5 of this Attachment;
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Inside Wire, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber, as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 Circuit Switching Elements, as set forth in Section 10 of this Attachment;
- 2.9 Interoffice Transmission Facilities (IOF), as set forth in Section 11 of this Attachment;
- 2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12 of this Attachment;
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

## **3. Loop Transmission Types**

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Covista to access Loops unbundled from local switching and local

transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Covista access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities.
- 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities.
- 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covista may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities.
- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covista may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon



TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Covista may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities.

- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities.
- 3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covista may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities.
- 3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covista may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities.
- 3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous

rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Covista in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities.

- 3.1.10 "DS-1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate. A DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are at the requested installation date currently available for the requested DS-1 Loop. Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date currently available for a requested DS-1 Loop, upon request by Covista, the DS-1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling.
- 3.1.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will be provided only where the electronics necessary to provide the DS-3 transmission rate are at the requested installation date currently available for the requested DS-3 Loop. Verizon will not install new electronics and Verizon will not build new facilities.
- 3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Covista requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:
  - 3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
  - 3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
  - 3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
  - 3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
  - 3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Covista must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at [www.verizon.com/wise](http://www.verizon.com/wise) in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives Covista the ability to determine loop composition, loop length and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Covista to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Covista requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

- 3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Covista must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.
- 3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Covista may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).
- 3.2.5 Once a Loop has been pre-qualified, Covista will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.
  - 3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.
  - 3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare



facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.

- 3.2.6 If Covista submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to Covista for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Covista submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to Covista with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.2.7 Where Covista has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Covista is already aware of the conditioning required (e.g., where Covista has previously requested a qualification and has obtained loop characteristics), Covista may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Covista's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.
- 3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Covista, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
  - 3.2.8.1 Three (3) Business Days will be required following receipt of Covista's valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.
  - 3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Covista. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

- 3.2.9 If Covista requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Covista cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Covista shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Covista cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Covista shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.
- 3.3 Conversion of Live Telephone Exchange Service to Analog 2W Loops.
  - 3.3.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Covista Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to Covista:
    - 3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Covista does not request a coordinated cutover, Verizon will process Covista's order as a new installation subject to applicable standard provisioning intervals.
    - 3.3.1.2 Covista shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Covista the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Covista and Verizon shall mutually agree on a New Conversion Time, as defined below. Covista shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide Covista the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
    - 3.3.1.3 Covista shall provide dial tone at the Covista collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
    - 3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time");

provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

- 3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
  - 3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Covista; and
  - 3.3.1.5.2 If Covista requests to reschedule outside the one (1) hour time frame above, Covista shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.
- 3.3.1.6 If Covista is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Covista will reschedule and, upon request from Covista, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
- 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Covista is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
- 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
- 3.3.1.9 If Covista requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

### 3.4 Cooperative Testing.

In the former Bell Atlantic Service Areas only, Covista may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon technician and a Covista technician jointly verify that an xDSL Compatible Loop or Digital Designed Loop is properly installed and operational prior to Verizon's completion of the order. Covista may request, at its option, Cooperative Testing by entering a toll-free (e.g. 800/888/877) number in the Remarks field of the LSR of an xDSL Compatible or Digital Designed Loop Service Order, and the Verizon technician will call the toll-free number to perform the Cooperative Test. When both the Verizon and Covista technicians agree that the Loop test shows that the Loop is operational, the Covista technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. Charges for Cooperative Testing are as set forth in the Pricing Attachment.

- 3.5 Verizon shall provide Covista access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Covista orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Covista. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of Covista's request notify Covista of the lack of available facilities. Upon request and to the extent required by Applicable Law, Verizon will provide Covista access to the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Upon request and to the extent required by Applicable Law, Verizon will provide Covista access to the unbundled Local Loop at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.5.

## 4. Line Sharing

- 4.1 "Line Sharing" is an arrangement by which Verizon facilitates Covista's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL) (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog switched Voice Grade service to that Customer by making available to Covista, solely for Covista's own use, the frequency range above the voice band on the same copper Loop required by Covista to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.
- 4.2 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall provide Line Sharing to Covista for Covista's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations. Verizon shall provide Line Sharing to Covista in accordance with, but only to the extent required by, Applicable Law. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations; (ii)

Verizon must be providing simultaneous switched analog Voice Grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by Covista on that Loop must not significantly degrade the performance of other services provided on that Loop.

- 4.3 Verizon shall make Line Sharing available to Covista at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and non-recurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed or Conditioned Loop) charges; (iii) charges associated with collocation activities requested by Covista; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.
- 4.4 The following ordering procedures shall apply to Line Sharing:
- 4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. Covista must utilize the Loop qualification processes described in the terms applicable to xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops to make this determination.
- 4.4.2 Covista shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 4.4.3 If the Loop is prequalified by Covista through the Verizon Loop prequalification tools, and if a positive response is received and followed by receipt of Covista's valid, accurate and pre-qualified Service Order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops. In such case, Verizon shall initiate provisioning and installation in accordance with the terms pertaining to xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops pursuant to Section 3.2.5 of this Attachment.
- 4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of Covista's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.
- 4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and Covista orders such conditioning, then Verizon shall

provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed or Conditioned Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes, in the manner required by Applicable Law, that such conditioning is likely to degrade significantly the Voice-Grade service being provided to Verizon's Customers over such Loops.

- 4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed and Conditioned Loops, as referenced in Section 4.4.5 of this Attachment. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) Business Days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law, if any. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed pursuant to Section 3.2.5.2. In no event shall the Line Sharing interval offered to Covista be longer than the interval offered to any similarly situated Affiliate of Verizon.
- 4.4.7 Covista must provide all required collocation, CFA, Special Bill Number (SBN) and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.
- 4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems and facility issues. Covista will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.
- 4.5 To the extent required by Applicable Law, Covista shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, Covista must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the Voice Grade service and other Loops in the same or adjacent binder groups.
- 4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by Covista for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary

technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. Covista's deployment of additional Advanced Services shall be subject to the applicable FCC Regulations.

- 4.7 Covista may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which Voice Grade service is provided to Verizon's Customer. Covista is responsible for providing, through one of the splitter options described below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. Covista is also responsible for providing its own Digital Subscriber Line Access Multiplexer (DSLAM) equipment in the collocation arrangement and any necessary Customer Provided Equipment (CPE) for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop).

Two splitter configurations are available. In both configurations, the splitter must be provided by Covista and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. Covista must designate which splitter option it is choosing on the collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before Covista submits an order for Line Sharing.

#### Splitter Option A (Splitter Option 1): Splitter in Covista Collocation Area

In this configuration, the Covista-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by Covista in its own collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the Covista collocation area. Any rearrangements will be the responsibility of Covista.

#### Splitter Option C (Splitter Option 2): Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a Covista-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon employs the use of a POT Bay for interconnection of Covista's collocation arrangement with Verizon's network, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the POT Bay and the splitter. Installation of the splitter will be performed by Verizon or, at Covista's election, by a Verizon-approved vendor designated by Covista.

In those serving End Offices where Verizon does not employ a POT Bay for

interconnection of Covista's collocation arrangement with Verizon's network, the Covista provided splitter will be installed (mounted) in a relay rack between the Covista collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the Covista collocation arrangement and the splitter. Installation of the splitter will be performed by Verizon, or, at Covista's election, by a Verizon-approved vendor designated by Covista.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to Covista upon completion of the required work.

4.7.1 Where a new splitter is to be installed as part of an initial collocation implementation, the splitter installation may be ordered as part of the initial collocation application. Associated collocation charges (application and engineering fees) apply. Covista must submit a new collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard collocation intervals will apply.

4.7.2 Where a new splitter is to be installed as part of an existing collocation arrangement, or where the existing collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or Covista's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for collocation augment. Associated collocation charges (application and engineering fees) apply. Covista must submit the application for collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) Business Days shall apply.

4.8 Covista will have the following options for testing shared Loops:

4.8.1 In serving End Offices where Verizon employs a POT Bay for interconnection of Covista collocation arrangement with Verizon's network, the following options shall be available to Covista.

4.8.1.1 Under Splitter Option A, Covista may conduct its own physical tests of the shared Loop from Covista's collocation area. If it chooses to do so, Covista may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Covista-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional Covista-provided test head will be installed in Covista's collocation area between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

4.8.1.2 Under Splitter Option C, upon request by Covista, either Verizon or, at Covista's election, a Verizon-approved vendor



selected by Covista will install a Covista-provided test head to enable Covista to conduct remote physical tests of the shared Loop. This optional Covista-provided test head will be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The Covista-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Covista-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Covista-provided test head, and will direct all required activity.

- 4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to Covista during normal trouble isolation procedures in accordance with reasonable procedures.
- 4.8.1.4 Under either Splitter Option, upon request by Covista, Verizon will make MLT access available to Covista via RETAS after the Service Order has been completed. Covista will utilize the circuit number to initiate a test.
- 4.8.1.5 Where Verizon has deployed Wideband Test equipment (i.e., Verizon-East), under either Splitter Option, upon request by Covista, Verizon shall perform a Wideband Test to diagnose troubles and provide Covista with the test results during the trouble shooting process. Charges for Wideband Testing are as set forth in the Pricing Attachment.
- 4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of Covista's collocation arrangement with Verizon's network, Covista will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to Covista through use of the on-line computer interface test system at [www.verizon.com/wise](http://www.verizon.com/wise).
- 4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Covista has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Covista will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Covista should reasonably have been able to isolate and diagnose through one of the testing options available to Covista above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

- 4.8.4 Verizon and Covista each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog Voice Grade services and the physical line between the NID at the Customer premises and the point of demarcation in the Central Office. Covista will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that Covista has provided to Verizon malfunctions, Covista shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Covista will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.
- 4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with Covista's Advanced Services. Verizon will not repair any CPE provided by Covista. Before a trouble ticket is issued to Verizon, Covista shall validate whether the Customer is experiencing a trouble that arises from Covista's service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.
- 4.8.6 In the case of a trouble reported by the Customer on its Voice Grade service, if Verizon determines the reported trouble arises from Covista's equipment, splitter problems, or Covista's activities, Verizon will:
- 4.8.6.1 Notify Covista and request that Covista immediately test the trouble on Covista's service.
- 4.8.6.2 If the Customer's Voice Grade service is so degraded that the Customer cannot originate or receive Voice Grade calls, and Covista has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's Voice Grade service if Verizon determines in good faith that the cause of the voice interruption is Covista's service. Where the Customer's Voice Grade service is degraded by Covista's particular technology deployment, Verizon will, to the extent required by Applicable Law, establish before the Commission that Covista's particular technology deployment is causing the significant degradation and, upon Verizon having done so, Covista will discontinue deployment (or use) of that technology and will migrate its Customers to technologies that will not significantly degrade the performance of other such services.
- 4.8.6.3 Upon completion of the steps in Sections 4.8.6.1 and 4.8.6.2 of this Attachment, Verizon may temporarily remove the Covista-provided splitter from the Customer's Loop and

switch port if Verizon determines in good faith that the cause of the voice interruption is Covista's service.

- 4.8.6.4 Upon notification from Covista that the malfunction in Covista's service has been cleared, Verizon will restore Covista's service by restoring the splitter on the Customer's Loop.
- 4.8.6.5 Upon completion of the above steps, Covista will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Covista service from the Customer's line if the cause of the voice interruption was Covista's service.
- 4.8.6.6 Verizon shall not be liable to Covista, the Customer, or any other person, for damages of any kind for disruptions to Covista's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and Covista shall indemnify Verizon from any Claims that result from such steps.

## **5. Line Splitting**

CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled circuit switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing platform arrangement, or seeking to migrate a Line Sharing arrangement to a Line Splitting configuration using the existing Loop, a Verizon Local Switching Network Element, and the existing central office wiring configuration, may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

## **6. Sub-Loop**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covista, Verizon shall allow Covista to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow Covista access to Sub-Loops in accordance with, but only to the extent required by, Applicable Law. The available Sub-Loop types are as set forth below.

### **6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covista, Verizon shall provide Covista with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions

of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide Covista with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

- 6.1.1 Covista may request that Verizon reactivate (if available) an unused drop and NID or provide Covista with access to a drop and NID that, at the time of Covista's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Covista may obtain access to a Sub-Loop Distribution Facility only at an FDI, through any method required by Applicable Law, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Covista is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Covista at such terminal. If Covista obtains access to a Sub-Loop Distribution Facility from a TOPIC, Covista shall install a TOPIC on an easement or Right of Way obtained by Covista within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Covista TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Covista for any of Covista's electronics in the TOPIC. Covista shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.1.3 Covista may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Covista, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Covista must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a Covista TOPIC. To make such a request, Covista must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Covista wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Covista's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Covista must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution

Facility Interconnection Application. Covista must submit Sub-Loop Interconnection Applications to:

Covista's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Covista a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Covista shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Covista's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Covista breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Covista with access to a Sub-Loop Distribution Facility, Verizon shall bill Covista, and Covista shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Covista TOPIC and Covista has paid the full cost of such installation, Covista can request the connection of Verizon Sub-Loop Distribution Facilities to the Covista TOPIC. At the same time, Covista shall advise Verizon of the services that Covista plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Covista shall run any crosswires within the TOPIC.
- 6.1.8 If Covista requests that Verizon reactivate an unused drop and ND, then Covista shall provide dial tone (or its DSL equivalent) on the Covista side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Covista dial tone or equivalent from the TOPIC. If Covista requests that Verizon provide Covista with access to a Sub-Loop Distribution Facility that, at the time of Covista's request, Verizon is using to provide service to a Customer, then, after Covista has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Covista shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Covista's long-term number portability request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is

a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

- 6.1.10 Verizon shall provide Covista with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Covista and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Covista accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Covista reports to Verizon a Customer trouble, (b) Covista requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Covista shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Covista is not available at the appointed time. If as the result of Covista instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Covista by Verizon. If as the result of Covista instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Covista by Verizon.

6.2 Unbundled Feeder Sub-Loop – Element (UFSE).

- 6.2.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covista, Verizon shall provide Covista with access to a Sub-Loop Feeder Facility in accordance with, and subject to, the terms and provisions of this Section 6.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs.
- 6.2.2 Covista may obtain access to a Sub-Loop Feeder Facility through any method required by Applicable Law, in addition to existing methods such as from a Covista collocation arrangement in the Verizon End Office where such Sub-Loop Feeder Facility originates, in which case Verizon shall terminate a Sub-Loop Feeder Facility in an RTEE that subtends such End Office only if Covista has a collocation arrangement in such RTEE. Upon Covista's request, Verizon will connect a Sub-Loop Feeder Facility to a Covista collocation arrangement in the Verizon End Office where the Sub-Loop Feeder Facility originates and to either a Covista collocation arrangement in the Verizon RTEE that subtends such End Office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the End Office and that Covista has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and Covista that governs the establishment of such TOPIC. Verizon

shall connect a Sub-Loop Feeder Facility to the point of termination bay of a Covista collocation arrangement in a Verizon Central Office or to a Covista TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. Covista may obtain access to a Sub-Loop Feeder Facility between an End Office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

- 6.2.3 Covista shall run any crosswires within a Covista physical collocation arrangement and a Covista TOPIC and Covista will have sole responsibility for identifying to Verizon where a Sub-Loop Feeder Facility should be connected to a Covista collocation arrangement. Covista shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and Covista shall not bill Verizon, and Verizon shall not pay Covista, for providing such power and space.
- 6.2.4 Verizon shall not be obligated to provide to Covista any multiplexing at an RTEE or at a TOPIC. If Covista requests access to a Sub-Loop Feeder Facility and a Sub-Loop Distribution Facility that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to Covista in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 6.2.5 Verizon shall provide Covista with access to Sub-Loop Feeder Facility in accordance with negotiated intervals.
- 6.2.6 Verizon shall repair and maintain a Sub-Loop Feeder Facility at the request of Covista and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Covista may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. Covista accepts responsibility for initial trouble isolation for Sub-Loop Feeder Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Covista reports to Verizon a trouble, (b) Covista requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Sub-Loop Feeder Facilities or equipment in whole or in part, then Covista shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a Covista contact as designated by Covista is not available at the appointed time. If as the result of Covista instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Covista by Verizon. If as the result of Covista instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Covista by Verizon.

### 6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Covista to collocate

equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

**7. Inside Wire**

**7.1 House and Riser.**

[This Section Intentionally Left Blank].

**8. Dark Fiber**

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covista, Verizon shall provide Covista with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF consist of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF contain any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon accessible terminal in Verizon's Central Office that can be cross-connected to Covista's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal located in Verizon's main termination point in the Customer premises in the same serving wire center. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal in Verizon's Central Office that can be cross-connected to Covista's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covista's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal located at Verizon's main termination point located within the Customer premises and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covista's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Covista's collocation arrangement or adjacent structure and the other



end terminates at Verizon's accessible terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to Covista's collocation arrangement or adjacent structure. A Covista demarcation point at a Customer premises shall be established in the main telco room of the Customer premises if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A Covista demarcation point at a Customer premises shall be established at a location that is no more than thirty (30) feet from Verizon's accessible terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Covista demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

- 8.2.2 Covista may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon accessible terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and Covista may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available to Covista unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF are already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to Covista.
- 8.2.3 Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Covista's request.
- 8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon accessible terminal to a Covista collocation arrangement or (2) from a Verizon accessible terminal to Covista's demarcation point at a Customer premises or Covista Central Office.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Covista's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Covista's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or

prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Covista. If access to Dark Fiber IOF is not available, Verizon will notify Covista, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 Covista shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from Covista as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Covista's use for ten (10) Business Days from Covista's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 8.2.5.3 Covista shall submit an order for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Covista does not have additional requirements for collocation. The parallel provisioning process shall be used when Covista requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from Covista for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF within ten (10) Business Days from Covista's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon previously notified Covista are available. Should Covista submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon has previously notified Covista was available, Covista assumes all risk that such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will no longer be available.
- 8.2.5.5 Upon Covista's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in accordance with the following terms and conditions:
  - 8.2.5.5.1 Covista will use existing interfaces and Verizon's current applications and order forms to request

collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.

- 8.2.5.5.2 Verizon will parallel process Covista's requests for collocation, including augments, and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.
- 8.2.5.5.3 Before Covista submits a request for parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, Covista will:
  - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
  - 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF terminates and receive confirmation from Verizon that Covista's collocation application has been accepted.
- 8.2.5.5.4 Covista will prepare requests for parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon rejects Covista's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Covista may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Covista, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts Covista's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Verizon will parallel provision the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to a temporary location in Verizon's Central Office(s). Verizon will charge and Covista will pay for parallel provisioning of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a Covista collocation application, Covista shall submit a Dark Fiber change request to reposition Dark Fiber Loop, Dark Fiber Sub-

Loop or Dark Fiber IOF from the temporary location in that Verizon Central Office(s) to the permanent location at Covista's collocation arrangement in such Verizon Central Office(s). Covista will prepare such request(s) in the manner and form specified by Verizon.

- 8.2.5.5.8 If Covista cancels its collocation application, Covista must also submit a cancellation for the unbundled Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF provisioned to the temporary location in the Verizon Central Office(s).
- 8.2.6 Covista shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to Covista in the condition that it is available in Verizon's network at the time that Covista submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Covista's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to Covista as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Covista as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.11 Covista shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 8.2.12 Covista may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to Covista for use for Special or Switched Exchange Access Services, Covista shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Covista to leasing up to a

maximum of twenty-five percent (25%) of the Fiber Loops, Fiber Sub-Loops or Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

- 8.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Covista upon a showing of need to the Commission and twelve (12) months' advance written notice to Covista; and
  - 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Covista order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Covista, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Covista may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.16 Covista shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of Covista; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) except as set forth with respect to the parallel provisioning process addressed above, Covista's collocation arrangements with any proper optical cross connects or other equipment that Covista needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. Covista hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, on or before the date that Covista places an order for the applicable Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and that it shall maintain the same going forward.
- 8.2.17 Covista is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.
- 8.2.18 Covista is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of Covista.

- 8.2.19 Covista may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):
- 8.2.19.1 A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Covista subject to the agreement of Covista, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Covista acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to Covista subject to a negotiated interval.
- 8.2.19.2 A field survey that shows the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF between two or more Verizon Central Offices, a Verizon Central Office and a Covista Central Office or a Verizon End Office and the premises of a Customer, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s), or Dark Fiber IOF are defective, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon's Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. If a field survey shows that a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF is available, Covista may reserve the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Covista submits an order for access to such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be available when Verizon receives such order, and Covista assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Covista submits an order for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF without first obtaining the results of a field survey of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, Covista assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be compatible with Covista's equipment, including, but not limited to, order cancellation charges.

**9. Network Interface Device**

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covista, Verizon shall permit Covista to connect a Covista Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Covista with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Covista may access a Verizon NID either by means of a connection (but only if the use of such

connection is technically feasible) from an adjoining Covista NID deployed by Covista or, if an entrance module is available in the Verizon NID, by connecting a Covista Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

- 9.2 In no case shall Covista access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall Covista access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Covista remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall Covista remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Covista is connecting a Covista-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Covista does not need to submit a request to Verizon and Verizon shall not charge Covista for access to the Verizon NID. In such instances, Covista shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Covista may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
  - 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Covista may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Covista's NID.
  - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Covista may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
  - 9.8.3 Covista may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Covista,

its agent, the building owner or the Customer). If Covista accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Covista, its agent, the building owner or the Customer).

## **10. Unbundled Circuit Switching Elements**

10.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall make available to Covista the local circuit switching element and Tandem circuit switching element unbundled from transport, local Loop transmission, or other services, in accordance with this Section 10 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Covista with access to the local circuit switching element and the Tandem circuit switching element in accordance with, but only to the extent required by, Applicable Law. Notwithstanding any other provision of this Agreement and, for the avoidance of any doubt, Covista shall not order and, Verizon shall not have any obligation to provide, any non-circuit switched elements (e.g., Verizon shall not be obligated to provide a packet switched element).

### **10.2 Local Circuit Switching.**

10.2.1 The unbundled local circuit switching element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports), plus the features, functions, and capabilities of the circuit switch. It consists of the line-side Port (including connection between a Loop termination and a circuit switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the circuit switch and its associated deployed switch software are capable of providing and which are currently being offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.2.2 Verizon shall offer, as an optional chargeable feature, usage tapes in accordance with Section 8 of the Additional Services Attachment.

10.2.3 Covista may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Covista may submit a Bona Fide Request in accordance with Section 14.3 of this Attachment for other circuit switch features and functions that the circuit switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Covista to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

### **10.3 Network Design Request (NDR).**

Prior to submitting any order for unbundled local circuit switching (as a UNE or in combination with other UNEs), Covista shall complete the NDR process. As part



of the NDR process, Covista shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled local circuit switching.

If Covista selects customized routing, Covista shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

#### 10.4 Tandem Circuit Switching.

The unbundled Tandem circuit switching element includes trunk-connect facilities, the basic circuit switching function of connecting trunks to trunks, and the functions that are centralized in Tandem circuit switches. Unbundled Tandem circuit switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

### 11. Unbundled Interoffice Facilities

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Covista's request, Verizon shall provide Covista with interoffice facilities (IOF) unbundled from other Network Elements at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Covista also purchases unbundled local circuit switching capability from Verizon in accordance with Section 10 of this Attachment. Verizon shall provide Covista with such IOF in accordance with, but only to the extent required by, Applicable Law. Verizon will not install new electronics, and Verizon will not build new facilities.
- 11.2 If and, to the extent that, Covista has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Covista has a right under Applicable Law to convert (and wishes to convert) such transport to unbundled IOF under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Covista shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs.

### 12. Signaling Networks and Call-Related Databases

- 12.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covista, Verizon shall provide Covista with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 12 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by Verizon in accordance with, but only to the extent required by, Applicable Law.
- 12.2 Covista shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve Covista's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the Covista information Verizon requires to provide such call-related functionality is resident in a database,

Covista will provide Verizon with the access and authorization to query Covista's information in the databases within which it is stored.

- 12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by Covista to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of Covista.
- 12.4 Regardless of the manner in which Covista obtains CCS Interconnection, Covista shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.
- 12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.
- 12.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.
- 12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.
- 12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of Covista signaling systems to the public Internet Protocol network may expose Covista and Verizon signaling systems and information to interference by third parties. Covista shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. Covista shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.
- 12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

- 12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
- 12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).
- 12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge Covista in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. Covista shall charge Verizon rates equal to the rates Verizon charges Covista, unless Covista's Tariffs for CCS signaling provide for lower generally available rates, in which case Covista shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

### **13. Operations Support Systems**

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide Covista with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Covista with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by Covista through such electronic interfaces.

### **14. Availability of Other Network Elements on an Unbundled Basis**

- 14.1 Any request by Covista for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Covista shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.
- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.
- 14.3 Network Element Bona Fide Request (BFR).
  - 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
  - 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
  - 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

- 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.
- 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

## **15. Maintenance of Network Elements**

If (a) Covista reports to Verizon a Customer trouble, (b) Covista requests a dispatch, (c) Verizon dispatches a technician, (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, and (e) such trouble is not found within 30 days of the initial dispatch to have been caused by Verizon's facilities or equipment in whole or in part, then Covista shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Covista is not available at the appointed time. Covista accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Covista instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Covista.

by Verizon. If as the result of Covista instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Covista by Verizon. Verizon agrees to respond to Covista trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

**16. Combinations**

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Covista, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

**17. Rates and Charges**

The rates and charges for UNEs, Combinations and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

**18. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Covista reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **COLLOCATION ATTACHMENT**

### **1. Verizon's Provision of Collocation**

Verizon shall provide to Covista, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating Covista's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to Covista only to the extent required by Applicable Law and may decline to provide Collocation to Covista to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Collocation Attachment, nothing in this Collocation Attachment shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Covista to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51. Subject to the foregoing, Verizon shall provide Collocation to Covista in accordance with the rates, terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

## 911 ATTACHMENT

### 1. 911/E-911 Arrangements

- 1.1 Covista may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which Covista provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide Covista with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, Covista and Verizon will negotiate arrangements to connect Covista to the 911 service in accordance with applicable state law.
- 1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the technically feasible Point of Interconnection on Verizon's network at which the Parties interconnect, or other points as necessary and mutually agreed, and as required by law or regulation.
- 1.3 Within thirty (30) days of its receipt of a complete and accurate request from Covista, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Covista, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
  - 1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Covista is providing, or represents to Verizon that it intends to provide within sixty (60) days of Covista's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;
  - 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which Covista plans to offer Telephone Exchange Service;
  - 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
  - 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
  - 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
  - 1.3.6 prompt return of any Covista 911/E-911 data entry files containing errors, so that Covista may ensure the accuracy of the Customer records.

### 2. Electronic Interface

Covista shall use, where available, the appropriate Verizon electronic interface, through which Covista shall input and provide a daily update of 911/E-911 database information related to appropriate Covista Customers. In those areas where an electronic interface is not available, Covista shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the

911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards (NENA). Covista may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of Covista Customer information.

**3. 911 Interconnection**

Verizon and Covista will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Covista systems to the 911/E-911 platforms and/or systems.

**4. 911 Facilities**

Covista shall be responsible for providing facilities from the Covista End Office to the 911 Tandem or selective router. Covista shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

**5. Local Number Portability for use with 911**

The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification (ALI) screen reflect two numbers: the "old" number and the "new" number assigned by Covista. Therefore, for those ported telephone numbers using INP, Covista will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the Customer for entry into the 911/E-911 database system. Further, Covista will out pulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. Covista will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 Covista is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using Covista's NENA COID to lock and unlock records and the posting of Covista's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

**6. PSAP Coordination**

Verizon and Covista will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

**7. 911 Compensation**

Covista will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

**8. 911 Rules and Regulations**

Covista and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in the State of South Carolina.



**9. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Covista reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **PRICING ATTACHMENT**

### **1. General**

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify Covista in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Covista, and Covista shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Covista pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to Covista and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### **2. Verizon Telecommunications Services Provided to Covista for Resale Pursuant to the Resale Attachment**

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

- 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Covista for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Covista for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covista for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covista for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
  - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
  - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
  - 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
  - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Covista pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).
- 2.3 Other Charges.
  - 2.3.1 Covista shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Covista.
- 3. **Covista Prices**

Notwithstanding any other provision of this Agreement, the Charges that Covista bills Verizon for Covista's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Covista's cost to provide such Covista's Services to Verizon exceeds the Charges for Verizon's comparable Services and Covista has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.
- 4. **[This Section Intentionally Left Blank]**
- 5. **Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b)

with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**APPENDIX A TO THE PRICING ATTACHMENT<sup>1 2</sup>**  
**V1.5**

**I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>**

**A. Reciprocal Compensation Traffic Termination**

Reciprocal Compensation Traffic End Office Rate: **\$0.0048270♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0072350♦ per minute of use.**

**B. The Tandem Transit Traffic Service Charge is \$0.0022320♦ per minute of use.**

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume<sup>4</sup> (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Covista shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>2</sup> Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated March 17, 1997 in Docket Number 96-375-C. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order Docket Number 96-375-C, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

<sup>4</sup> A CCS busy hour equivalent of 200,000 combined minutes of use.

Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

## II. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

#### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

#### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

##### Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

##### Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

##### Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

##### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37



## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that Covista orders any service from this Agreement.

Customer Record Search applies when Covista requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Covista. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Covista. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Covista's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite applies if Covista requests service prior to the standard due date intervals.

Coordinated Conversion applies if Covista requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Covista requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

### III. Prices for Unbundled Network Elements<sup>5</sup>

#### Monthly Recurring Charges

##### Local Loop

2 Wire Analog Loop (inclusive of NID)	\$ 18.00 ♦
4 Wire Analog Loop (inclusive of NID)	\$ 28.80 ♦
2 Wire Digital Loop (inclusive of NID)	\$ 18.00 ♦
4 Wire Digital Loop (inclusive of NID)	\$ 28.80 ♦
DS-1 Loop	\$ 125.11
DS-3 Loop	\$ 1515.42

##### Supplemental Features:

ISDN-BRI Line Loop Extender	\$ 5.69
DS1 Clear Channel Capability	\$ 23.74

##### Sub-Loop

2-Wire Feeder	\$ 9.87
2-Wire Distribution	\$ 21.13
4-Wire Feeder	\$ 25.86
4-Wire Distribution	\$ 37.97
2-Wire Drop	\$ 3.62
4-Wire Drop	\$ 3.89
Inside Wire	BFR

##### Network Interface Device (leased separately)

Basic NID:	\$ 1.45 ♦
Complex (12 x) NID	\$ 2.10 ♦

##### Switching

Port	
Basic Analog Line Side Port	\$ 4.00 ♦
Coin Line Side Port	\$ 10.37
ISDN BRI Digital Line Side Port	\$ 24.08
DS-1 Digital Trunk Side Port	\$ 92.10
ISDN PRI Digital Trunk Side Port	\$ 161.25

##### Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$ 0.0048270
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$ 0.0000170
Transport Termination (Average MOU/Term)	\$ 0.0001760
Tandem Switching (Average MOU)	\$ 0.0019710

Terminating to Originating Ratio	1.00
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<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Covista shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

**Dedicated Transport Facilities**

CLEC Dedicated Transport	
CDT 2 Wire	\$ 26.50
CDT 4 Wire	\$ 42.40
CDT DS1	\$ 134.29
CDT DS3 Optical Interface	\$ 1,312.50
CDT DS3 Electrical Interface	\$ 1,325.90
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ .36
IDT DS0 Transport Termination	\$ 15.08
IDT DS1 Transport Facility per ALM	\$ 6.70
IDT DS1 Transport Termination	\$ 30.00
IDT DS3 Transport Facility per ALM	\$ 32.45
IDT DS3 Transport Termination	\$ 184.55
Multiplexing	
DS1 to Voice Multiplexing	\$ 190.00
DS3 to DS1 Multiplexing	\$ 267.35
DS1 Clear Channel Capability	\$ 23.74

**Unbundled Dark Fiber**

Unbundled Dark Fiber Loops/Sub-Loops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop – Feeder	\$ 53.17
Dark Fiber Sub-Loop – Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT –Facility	\$ 24.80
Dark Fiber IDT –Termination	\$ 6.34
Intermediate Office Cross Connect	TBD

### **UNE-P Pricing<sup>6</sup>**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:  
UNE 2-wire Analog loop; and  
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:  
UNE 2-wire Digital loop; and  
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:  
UNE DS1 loop; and  
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:  
UNE DS1 loop; and  
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

### **EEL Pricing<sup>6</sup>**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

<sup>6</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Covista shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

### **Line Splitting<sup>7</sup>**

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

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<sup>7</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

### NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)		
Initial Service Order, per order	\$	51.20 ♦
Transfer of Service Charge, per order	\$	16.00
Subsequent Service Order, per order	\$	24.00
Installation		
Unbundled Loop, per loop	\$	25.00
Unbundled Port, per port	\$	25.00
Loop Facility Charge, per order (See Note 1)	\$	67.00

### CUSTOM HANDLING

#### Coordinated Conversions:

ISO	\$	17.76
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

#### Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

#### Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

# **NON-RECURRING CHARGES - OTHER UNEs**

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech.</b>	<b>Provisioning Initial Unit</b>	<b>Provisioning Add'l Unit</b>
<b>UNBUNDLED NID</b>				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
<b>UNBUNDLED SUB-LOOP</b>				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
<b>UNBUNDLED DARK FIBER</b>				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
<b>ENHANCED EXTENDED LINK LOOPS (EELs) Loop portion ( In addition, IDT and CDT charges apply if applicable to the EEL arrangement))</b>				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 25.00	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 25.00	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 25.00	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 25.00	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
<b>Changeover Charge - (Conversion from Special Access to EELs or Transport)</b>				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

**LOOP CONDITIONING<sup>8</sup>****(No charge for loops 12,000 feet or less)**

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

**UNE PLATFORM**

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

**INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced (2-wire and 4-wire) - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced (DS1 and above) - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced (DS1 and above) - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

**CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)**

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A

**SIGNALING SYSTEM 7 (SS7)**

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A

<sup>8</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.



Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

<b>CUSTOMIZED ROUTING</b>	BFR	BFR	BFR	BFR
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<b>EXPEDITES</b>				
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Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

<b>OTHER</b>				
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Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

<b>LINE SHARING - CLEC OWNED SPLITTER</b>				
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CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

## **Application of NRCs**

### **Preordering:**

CLEC Account Establishment is a one-time charge applied the first time that Covista orders any service from this Agreement.

Customer Record Search applies when Covista requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### **Examples of services and their Ordering/Provisioning category that applies:**

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Covista requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Covista requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Covista requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Tariff.

**V. Collocation Rates**

See SC Intrastate Access Tariff Section 18, Collocations Services.

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION  
ATTACHMENT**

**Technical Specifications and Requirements**

for

**Covista - VERIZON SOUTH INC.  
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Covista - Verizon South Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and Covista's [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the State of South Carolina. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
  - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.
  - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Covista to connect [ ] strands of its fiber cable [ ] connectors. Verizon's FNID will be locked, but Verizon and Covista will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
  - 2.3 Covista will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Covista will be a [MANUFACTURER, MODEL]. Covista will bear the cost of installing and maintaining its FNID. The fiber patch panel within Covista's FNID will serve as FMP No. 2. Covista will provide a fiber stub at the fiber patch panel in Covista's FNID for Verizon to connect [ ] strands of its fiber cable. Covista's FNID will be locked, but Covista and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Covista's FNID.
3. Transmission Characteristics.
  - 3.1 FM No. [XX] will be built [as a ring configuration].
  - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
  - 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
  - 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
  - 3.6 The path switch protection shall be set as [Non-Revertive].
  - 3.7 Verizon and Covista shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Covista with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
  - 4.2 Covista will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Covista will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Covista must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Covista's Add Drop Multiplexer.
  - 4.3 Covista and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
  - 4.4 The Data Communication Channel shall be disabled between the Verizon and Covista Add Drop Multiplexers of FM No. [XX].
5. Testing.
- 5.1 Prior to turn-up of FM No. [XX], Verizon and Covista will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Covista as a final step of turn up of the FM No. [XX].
  - 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Covista will control the CFA for the subtending facilities and trunks connected to Covista's slots. Covista will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the

second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Covista shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Covista's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, Covista shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Covista shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Covista will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Covista will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Covista will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Covista's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Verizon and Covista will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Covista will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

**COVISTA, INC.**

**VERIZON SOUTH INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A-1**

Covista - Verizon South Inc. Fiber Meet Arrangement No. [XX]

City, State